

1 BILL NO. S-87-03-30

2 SPECIAL ORDINANCE NO. S-64-87

3 AN ORDINANCE approving the Contract
4 for #86-XP-8, Hoagland Avenue Feeder
5 Main, Phase II, between Kreager
6 Brothers, Inc., and the City of
7 Fort Wayne, Indiana, in connection
8 with the Board of Public Works
9 and Safety.


10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
11 OF THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. That the Contract for #86-XP-8, Hoagland
13 Avenue Feeder Main, Phase II, by and between Kreager Brothers,
14 Inc., and the City of Fort Wayne, Indiana, in connection with
15 the Board of Public Works and Safety, for:

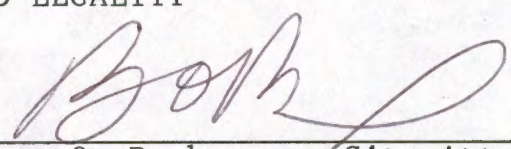
16 the installation of 5,300+ L.F.
17 of 36" and 2,700+ L.F. of 30" CL.
18 50 Ductile Iron Water Pipe as follows:
19 On Hoagland Avenue from Creighton
20 Avenue, southward to Pontiac Street;
21 and, from Wildwood Avenue southward
22 to Pettit Avenue;

23 the Contract price is Eight Hundred Seventy-Four Thousand Eight
24 Hundred and No/100 Dollars (\$874,800.00), all as more particu-
25 larly set forth in said Contract, which is on file in the Office
26 of the Board of Public Works and Safety and, is by reference
27 incorporated herein, made a part hereof, and is hereby in all
28 things ratified, confirmed and approved. Two (2) copies of said
29 Contract are on file with the Office of the City Clerk and made
30 available for public inspection, according to law.

31 SECTION 2. That this Ordinance shall be in full force
32 and effect from and after its passage and any and all necessary
approval by the Mayor.

33 
Councilmember

34 APPROVED AS TO FORM
35 AND LEGALITY

36 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee City of Fort Wayne (and the Ci
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Way
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ M., E
DATE: 3-24-87 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd
seconded by Stier, and duly adopted, placed on its
passage. PASSED (Lost) by the following vote:

| | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> | <u>TO-WIT:</u> |
|--------------------|-------------|-------------|------------------|---------------|----------------|
| <u>TOTAL VOTES</u> | <u>9</u> | _____ | _____ | _____ | _____ |
| <u>BRADBURY</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>BURNS</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>EISBART</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>GiaQUINTA</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>HENRY</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>REDD</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>SCHMIDT</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>STIER</u> | <u>✓</u> | _____ | _____ | _____ | _____ |
| <u>TALARICO</u> | <u>✓</u> | _____ | _____ | _____ | _____ |

DATE: 4-14-87 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 56487
on the 14th day of April, 1987,

ATTEST: Sandra E. Kennedy (SEAL) Mark E. GiaQuinta
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 15th day of April, 1987,
at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 20th day of April,
1987, at the hour of 1:00 o'clock P. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

(NON-FEDERALLY ASSISTED CONSTRUCTION)

PROJECT: HOAGLAND AVENUE FEEDER MAIN, PHASE 2 CONTRACT#: 86-XP-8

RESOLUTION # _____

CONTENTS

| Check if Contained | Pages | |
|--------------------|-----------|---|
| X | 1 | Cover Sheet |
| X | 11 - 19 | Instruction to Bidders |
| X | S1 | Schedule |
| X | S2-3 | Schedule of Items |
| X | GP1-GP7 | General Provisions |
| | | Special Conditions |
| X | | Plans and Specifications |
| X | | Drawings |
| X | S4 | NOTES 1 AND 2 |
| X | SS1-SS2 | SUPPLEMENTARY SPECIFICATIONS |
| X | SSS1-SSS3 | RIGHT OF WAY PERMIT & SPECIAL STANDARDS |

ATTACHMENTS

| | | |
|---|--|--|
| X | | Anti-Apartheid Ordinance |
| X | | Non-Collusion Affidavit |
| X | | Bidder's Bond |
| X | | Performance and Guaranty Bond |
| X | | State Board of Accounts Form 96A |
| X | | Certificate in Lieu of Form 96A |
| X | | Prevailing Wage Scale - State of Indiana |
| X | | Payment Bond |
| X | | Warranty Bond |
| X | | CERTIFICATION OF BIDDER/VENDOR (Anti-Apartheid Ord.) |
| X | | CERTIFICATION OF NON-SEGREGATED FACILITIES |

| | | | | |
|--|-----------------------------------|-----------------------------|-----------------------------|------------------|
| Discount for prompt payment (See General Provisions Clause) | 10 Calendar Days <u>0.33 %</u> | 20 Calendar Days _____ % | 30 Calendar Days _____ % | Other _____ % |
| Acknowledgement of Amendments | Amendment No. | Date | Amendment No. | Date |
| | | | | |
| | | | | |

* * * * *

BID SUBMITTED

ACCEPTANCE OF BID/AWARD OF CONTRACT

CONTRACTOR KREGER BROTHERS EXCAVATING, INC.

BY: George Kreger
ITS: PRESIDENT

OFFER
DATE: _____

BIDDER AGREES TO KEEP BID OPEN FOR
ACCEPTANCE FOR _____ (90 days
unless otherwise specified)

COMPLIANCE: J. Adams
O.C. 6/86

B.O.W. NON-FEDERAL

AWARD WILL BE MADE ON THIS FORM

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY

Pete R. GMD
A. D. Conacher

CITY OF FORT WAYNE
MAYOR

AWARD DATE: 3/4/87

DATE _____

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
_____ %.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

| <u>Name of Firm</u> | <u>Address</u> | <u>Type of Work</u> |
|----------------------|-----------------------|---------------------|
| 1. Oxendine Trucking | 2310 Point West Drive | Trucks & Material |
| 2. | Apt 1B Ft. Wayne, In | |
| 3. | 46808 | |

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

| <u>Name of Firm</u> | <u>Address</u> | <u>Type of Work</u> |
|---------------------|---------------------|---------------------|
| 1. J & R Trucking | 2207 W. Cook Rd. | Trucks & Material |
| 2. | Ft. Wayne, In 46818 | |
| 3. | | |

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Kreager Bros. Excavating

Contractor _____

By George Kreager

By _____

Its President

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

(attach additional sheets if necessary)

Contractor Kreager Bros. Excavating, Inc

By

George Kreager

Its

President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of ___, 19___, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his/her bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated of habit, local custom, or otherwise. The bidders agree that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: Feb. 25th, 19 87

Kreager Bros. Excav. Inc.
(Name of Bidder)

By: George Kreager

Title: President

Official Address (including ZIP code) : Box 365 Cromwell, Ind 46732

SECTION 0310

CONTRACTOR'S AND OR DESIGNERS

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and authorized agents or representatives present at the time of filing this bid or contract, being duly sworn, on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of the State of Indiana whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person, in any way or manner, any of the proceeds of the contract sought by this bid.

CONTRACT # 86-XP-8

Kreager Bros. Excav. Inc.

Firm Name

George Kreager
*Owner/President/Partner SignatureJacob E. Kreager
Vice President/Sec. Treas. Signature

Partner Signature

Subscribed and sworn to before me by

This 16 day of Feb, 19 87.

My Commission Expires:

Feb 9, 1990

Notary Public - Signature

Notary Public Printed Name

Patricia F. NessPatricia F. Ness

County of Residence:

Noble

(SEAL)

*This form must be signed by the same person(s) who sign(s) the bid.

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
WATER CONTRACT NO. 86-XP-8 - HOAGLAND AVENUE FEEDER MAIN, PHASE 2
SCHEDULE OF UNIT PRICES

| <u>ITEM</u> | <u>QUANTITY</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> | <u>EXTENSION</u> |
|-------------|-----------------|--|-------------------|------------------|
| 1. | 5,300± L.F. | 36" D.I. CL. 50 WATER MAIN | 85.686 | 454,135.80 |
| 2. | 2,700± L.F. | 30" D.I. CL. 50 WATER MAIN | 70.00 | 189,000.00 |
| 3. | 75± L.F. | 12" D.I. CL. 50 WATER MAIN | 72.00 | 5,400.00 |
| 4. | 2 EA. | 30" BUTTERFLY VALVE W/BOX | 5400.00 | 10,800.00 |
| 5. | 2 EA. | 12" GATE VALVE W/BOX | 880.00 | 1,760.00 |
| 6. | 3 EA. | 36" P.S.C. X D. I. ADAPTER | 4500.00 | 13,500.00 |
| 7. | 1 EA. | 36" x 30" M.J. REDUCER (RESTRAINED) | 4004.20 | 4,004.20 |
| 8. | 2 EA. | 36" x 36" x 12" M.J. TEE (RESTRAINED) | 4000.00 | 8,000.00 |
| 9. | 2 EA. | 30" x 30" x 12" M.J. TEE (RESTRAINED) | 3500.00 | 7,000.00 |
| 10. | 1 EA. | 12" x 12" x 12" M.J. TEE (RESTRAINED) | 340.00 | 340.00 |
| 11. | 3 EA. | 36" x 11½° M.J. ELL (RESTRAINED) | 4,000.00 | 12,000.00 |
| 12. | 1 EA. | 30" x 22½° M.J. ELL (RESTRAINED) | 3,300.00 | 3,300.00 |
| 13. | 4 EA. | 12" x 90° M.J. ELL (RESTRAINED) | 770.00 | 3,080.00 |
| 14. | 4 EA. | 12" x 45° M.J. ELL (RESTRAINED) | 770.00 | 3,080.00 |
| 15. | 1 EA. | 30" M.J. PLUG | 800.00 | 800.00 |
| 16. | 2 EA. | PERMANENT AIR RELEASE VALVE | 200.00 | 400.00 |
| 17. | 1 EA. | SANITARY SEWER MANHOLE RELOCATION | 3,800.00 | 3,800.00 |
| 18. | 300± L.F. | 12" STORM SEWER REPLACEMENT | 28.00 | 8,400.00 |
| 19. | 150± L.F. | CONCRETE PAVEMENT REPLACEMENT | 32.00 | 4,800.00 |
| 20. | 7,200± L.F. | ASPHALT PAVEMENT REPLACEMENT | 14.50 | 104,400.00 |
| 21. | 1,000± L.F. | 23' WIDE ASPHALT PAVEMENT INSTALLATION | 32.50 | 32,500.00 |
| 22. | 100± L.F. | 6" CONCRETE CURB REPLACEMENT | 17.00 | 1,700.00 |
| 23. | 400± S.F. | CONCRETE WINGWALK AND SIDEWALK REPLACEMENT | 6.00 | 2,400.00 |
| 24. | 200± L.F. | GRASS RESTORATION | 1.00 | 200.00 |
| TOTAL BID | | | | 874,800.00 |

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, George Kreager, the _____

President _____, of Kreager Bros. Excav. Inc.
Position _____ Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of October 1986, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 2/25/87

George Kreager
Signature

President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 25 day of Feb, 198 7.

Patricia F. Ness
Notary Public
Resident of Noble County

My Commission Expires:

Feb 9, 1990

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Kreager Bros. Excav. Inc.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Kreager Bros. Excav. Inc.
_____, that George Kreager
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 25 day of Feb., 19 87.

Kreager Bros. Excav. Inc.
(Name of Bidder/Vendor)

George Kreager President
(Name and Title of Person Signing)

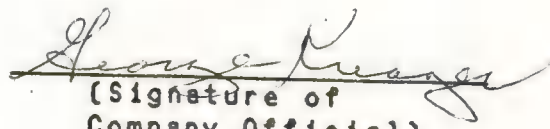
It is the policy of Kreager Bros. Excav. Inc. that equal
(Company)
employment opportunity be afforded to all qualified persons
without regard to race, religion, color, sex or national
origin.

In support of this policy Kreager Bros. Excav. Inc. will not
(Company)
discriminate against any employee or applicant for employment
because of race, religion, color, sex or national origin.

The Kreager Bros. Excav. Inc. will take affirmative action
(Company)
to insure that applicants are employed and that employees are
treated during employment without regard to their race,
religion, color, sex or national origin. Such action will
include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT,
HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION
FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER
FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Kreager Bros. Excav. Inc.
(Name of Company)


(Signature of
Company Official)

Feb 25, 1987

(Date)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland
1936
(A Stock Company)

BID BOND

BOND NUMBER

KNOW ALL MEN BY THESE PRESENTS:

THAT KREAGER BROTHERS EXCAVATING, INC.

of Fort Wayne, Indiana

....., as Principal, and UNITED STATES FIDELITY AND
GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto the City of Fort Wayne

as Oblige, in the full and just sum of Ten Per Cent (10%) of Maximum Bid

..... Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal

Hoagland Avenue Feeder Main. Phase II
B.O. #216-86
Contract #86-XP-8
Work Order #63951

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the
time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of
the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between
the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work
if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered February 25, 1987.
(Date)

KREAGER BROTHERS EXCAVATING, INC. (SEAL)

BY: George Kreager (SEAL)

YASTE, ZENT & RYE AGENCY, INC.

Carol J. Zent
127 W. Berry St.
Fort Wayne, IN 46802

UNITED STATES FIDELITY AND GUARANTY COMPANY

Gerald A. Noble
Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No.....97796.....

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana,
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By...W. Bradley Wallace.....
Vice-President.

(SEAL) (Signed) ...John A. Umberger.....
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986..

(SEAL) (Signed) Margaret M. Hurst.....
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sgt.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Sandra E. Banks.....
Clerk of the Circuit Court for Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

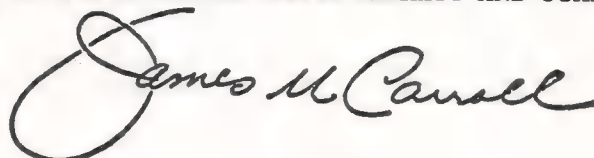
I, James M. Carroll, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on February 25, 1987.

(Date)



.....
Assistant Secretary.

[illegible]

UNITED STATES FIDELITY AND GUARANTY COMPANY



PERFORMANCE BOND

Approved by The American Institute of Architects
A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

KNOW ALL MEN BY THESE PRESENTS:

That KREAGER BROTHERS EXCAVATING, INC.

..... as Principal,
hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws
of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto
The City of Fort Wayne

as Oblige, hereinafter called Owner, in the amount of Eight Hundred Seventy Four Thousand, Eight
Hundred and 00/100----- Dollars (\$ 874,800.00),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated February 25..... 1987, entered into a contract with Owner for

Hoagland Avenue Feeder Main - Phase II

Contract #86-XP-8, B.O. #216-86

Work Order #63951

in accordance with drawings and specifications prepared by
(Here insert full name, title and address)

....., which contract is by reference made a part
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform
said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the low-
est responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder,
arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a
succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of
completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable
hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall
mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by
Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the
Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or
the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 16th..... day of March....., 1987

In the presence of:

Gerald W. Lanier
(Witness)

YASTE, ZENT & RYE AGENCY, INC.

Carol J. Smith
(Witness)

KREAGER BROTHERS EXCAVATING, INC.

By George Kresger (Seal)
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY
By Gerald A. Dahle (Seal)
Attorney-in-Fact

UNITED STATES FIDELITY AND GUARANTY COMPANY



(A Stock Company)

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

BOND NUMBER

That KREAGER BROTHERS EXCAVATING, INC.

..... as Principal,
hereinafter called Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws
of the State of Maryland, Baltimore, Maryland as Surety, hereinafter called Surety, are held and firmly bound unto
The City of Fort Wayne

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of
Eight Hundred Seventy Four Thousand, Eight Hundred and 00/100 Dollars (\$ 874,800.00),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated February 25, 1987, entered into a contract with Owner for
Hoagland Ave. Feeder Main - Phase II, Contract #86-XP-8, B.O. #216-86
in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

..... which contract is by reference made a part
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all
claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this
obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material,
or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that
part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who
has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's
work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such
claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The
Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the
following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the
last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy
the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or
performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope
addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business,
or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that
such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood,
however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation
shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the
project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part
thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive
of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the
amount of such lien be presented under and against this bond.

Signed and sealed this 16th day of March, 1987

Gerald W. Lavin
(Witness)

YASTE, ZENT & RYE AGENCY, INC.

Carol J. Lavin
(Witness)

KREAGER BROTHERS EXCAVATING, INC.

By George Kreager (Seal)
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY
By Gerald A. Dahle (Seal)
Attorney-in-Fact

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

TITLE OF ORDINANCE Contract for #86-XP-8, Hoagland Avenue Feeder Main, Ph.IIDEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety *S-87-03-20*SYNOPSIS OF ORDINANCE The Contract for #86-XP-8, Hoagland Avenue Feeder MainPhase II, is for the installation of 5,300+ L.F. of 36" and2,700+ L.F. of 30" CL. 50 Ductile Iron Water Pipe as follows:On Hoagland Avenue from Creighton Avenue, southward to PontiacStreet; and, from Wildwood Avenue southward to Pettit Avenue.Kreager Brothers, Inc. Contractor.EFFECT OF PASSAGE Improvement of Water Main Extension on Hoagland Avenue

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$874,800.00

ASSIGNED TO COMMITTEE

BILL NO. S-87-03-30

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract

for #86-XP-8, Hoagland Avenue Feeder Main, Phase II, between Kreager

Brothers, Inc., and the City of Fort Wayne, Indiana, in connection

with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~)

YES

NO

Charles B. Redd CHARLES B. REDD
CHAIRMAN

Paul M. Burns PAUL M. BURNS
VICE CHAIRMAN

Thomas C. Henry THOMAS C. HENRY

Ben A. Eisbart BEN A. EISBART

Samuel J. Talarico SAMUEL J. TALARICO

CONCURRED IN 4-14-87

SANDRA E. KENNEDY
CITY CLERK